

Notice of Common Law Trademark/ Security Agreement

Notice of Common Law Trademark/ Security Agreement: All rights reserved re, common—law trademark TERRY LEROY CASSIDY, as well as any and all derivatives and variations in the spelling of said common—law trademark except Terry LeRoy Cassidy™. Trademark (LTM) 2004, by, Terry LeRoy Cassidy, Said common—law trademark, i.e., acknowledgement of Terry LeRoy Cassidy as signified by the hand—signed red ink signature of Terry LeRoy Cassidy, Hereinafter "Secured Party", unless otherwise expressly so agrees, by this Notice of Common—Law Trademark/ security Agreement that neither said juristic person, as well as the agent of said juristic person, assents, consents, and any manner, the common—law Trademark TERRY LEROY CASSIDY, nor any derivative of, nor any variation in the spelling of, TERRY LEROY CASSIDY tm except "Terry LeRoy Cassidy", without the prior, express, written consent and acknowledgement of Secured Party, as signified by Secured Party's hand—signed signature in red ink. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e., TERRY LEROY CASSIDY, nor for any derivative of, nor for any indemnity agreement # TLC—062570-HH1A dated the twenty—fifth day of the sixth month in the Year of Our Lord, Nineteen Hundred and Seventy, against any and all claims, legal both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor unauthorized use of Secured Party's Common—Law Trademarked Property; Sell—executing Security Agreement in Event of Unauthorized Use of Secured Party's Common—Law Trademarked Property; by this Notice of Common—Law Trademark Security Agreement, both the juristic person and the agent of said juristic person, hereinafter jointly and severally "User, assent, consent and agree that any use of TERRY LEROY CASSIDY, as well as any derivation/variation in the spelling thereof except "Terry LeRoy Cassidy"—of Common—Law Trademark/ Security Agreement wherein User is Debtor and Terry LeRoy Cassidy is Secured Party, and signifies that User: (1) incurs a contractual obligation in favor of Secured Party, and grants Secured Party a security interest in all of User's assets, land, and personal property and all of User's rights title— and interest in said assets, TERRY LEROY CASSIDY tm, in as much as each and every occurrence of unauthorized use of any and all derivatives of, and variations in the spelling of, TERRY LEROY CASSIDY tm, except "Terry LeRoy Cassidy", plus costs, plus triple damages; (2) has present intention to authenticate, and hereby and herewith authenticates, this Security Agreement, wherein User is Debtor and Terry LeRoy Cassidy is Secured Party, and wherein User pledges all of User's assets, land, consumer goods, farm products, inventory, equipment, money, and investment property, commercial ion claims, letters of credit, letter—of—credit rights, chattel, paper, instruments, deposit accounts, accounts, documents, and general intangibles, User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common—law trademarked property; (3) Assents, consents, and agrees with Secured Party's filing of a Uniform Commercial Code, hereinafter "UCC" Financing Statement in the UCC filing office, as well as in any county level recording/registration office, wherein User is Debtor and Terry LeRoy Cassidy is Secured Party; (4) assents, consents, and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further assents, consents, and agrees with Secured party's filing of any continuation statement, necessary to maintain Secured Party's perfected security interest in all of User's property and rights, title, and interest in property, pledged as collateral in this Security Agreement and described above in paragraph "(2)" as described above in paragraphs (3) and (4) as well as the filing of any Security Agreement, as described above in paragraph (2), in the UCC filing office, as well as in any county—bogus, and that User will not claim that any such filing is bogus; (7) promises unconditionally to accept, has present intention to authenticate and accept, and hereby and herewith incurred by User through User's unauthorized use of Secured Party's common—law trademarked property; (8) waives right of presentation and all defenses; and (9) Appoints under Payment Terms and "Default Terms", granting Secured Party full authorization and power to engage in any and all actions on behalf of User, in respect of User's outstanding contractual obligation as set forth above in paragraph (1) including, without limitation, authentication or a record on behalf of User, as Secured Party, in Secured Party's Sole discretion, deems appropriate and, as regards any deposit account of any kind maintained with any bank in under the name of User, and likewise any deposit account maintained with any bank in under the Social Security Account Number/Employer Identification Number of User, notwithstanding the absence of User's name as account—holder on any such deposit account, grants Secured Party full authorization and power to originate instructions for said deposit—account bank and to direct the disposition of funds in said deposit account and execute demand drafts, as that term, i.e., "demand draft," is defined in California Commercial Code 3-104 (k), to discharge User's aforementioned outstanding contractual obligation, without further consent of User and without liability, and User further consent and agrees that appointment of Secured Party as non—fiduciary authorized representative for User, effective upon User's default re, User's contractual obligations in favor of Secured Party as set forth above under "Payment Terms" and "Default Terms", granting Secured Party full authorization and power to engage in any and all actions on behalf of User, in respect of User's outstanding contractual obligation as set forth above in paragraph (1) including, without limitation, authentication or a record on behalf of User, as Secured Party, in Secured Party's Sole discretion, deems appropriate and, as regards any deposit account of any kind maintained with any bank in under the name of User, and likewise any deposit account maintained with any bank in under the Social Security Account Number/Employer Identification Number of User, notwithstanding the absence of User's name as account—holder on any such deposit account, grants Secured Party full authorization and power to originate instructions for said deposit—account bank and to direct the disposition of funds in said deposit account and execute demand drafts, as that term, i.e., "demand draft," is defined in California Commercial Code 3-104 (k), to discharge User's aforementioned outstanding contractual obligation, without further consent of User and without liability, and User further consent and agrees that appointment of Secured Party as non—fiduciary authorized representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User Further Assents, Consents, and Agrees with the Following Additional Terms of "Mutual Security Agreement in Event of Unauthorized Use of Secured Party's Common Law—Trademarked Property; Payment Terms; in accordance with fees for unauthorized use of TERRY LEROY CASSIDY tm, as set forth above, User hereby assents, consents, and agrees that User shall pay Secured Party all unauthorized—use fees in full within ten (10) days of the date Secured Party sends User the invoice, hereinafter "Invoice", itemizing said fees. Default Terms: In event of non—payment in full of all unauthorized—use fees by User within ten (10) days of date invoice is sent, User shall be deemed in default and (a) all of User's property and rights, title, and interest in property pledged as collateral by User, as set forth in above paragraph "(2)" immediately becomes, i.e., is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph (9), and (c) User assents, consents, and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's Sole discretion, deems appropriate, including, without limitation, sale at auction, at the time following User's default, and without further notice, any and all of User's property and rights, title, and interest in property, described above in paragraph (2) formerly pledged as collateral by User, now property of Secured Party, in respect of this "Mutual Assent, Consent, and agreement implied and Express Contract Executed by Unauthorized Use of Secured Party's Common—Law Trademarked Property; Sell—executing Security Agreement in Event of Unauthorized Use of Secured Party's Common—Law Trademarked Property, that Secured Party, again in Secured Party's sole discretion, deems appropriate Terms for Curing Defaults Upon event of default, as set forth above under "Default Terms", irrespective of any and all of User's former property and rights, title, and interest in property, described above in paragraph (2), in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms". User may cure User's default only if, the remainder of User's said former property and rights title, and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full. Terms of strict Foreclosure: User's non payment in full of all unauthorized—use fees itemized in invoice within said twenty (20) day—period for curing default as set forth above under "Terms for Curing Default authorized Secured Party's immediate non—judicial strict foreclosure on any and all remaining former property and rights, title, and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day default—curing period. Priority perfected disposed of by, Secured Party upon expiration of said twenty (20) day default—curing period. Priority perfected security interest to UCC Financing Statement filed in the UCC filing office, Record Owner Terry LeRoy Cassidy. PUBLISHED IN THE IMPERIAL BEACH EAGLE & TIMES DECEMBER 9, 16, 23 and 30, 2004 (B1372)

Exhibit (J)